

Mason City

Teamsters #238 (Police)

7/1/2006 6/30/2009

MASON CITY / TEAMSTERS #238 (POLICE) 06-09

LABOR AGREEMENT

between

CITY OF MASON CITY, IOWA

and

**TEAMSTERS LOCAL UNION NO. 238
(POLICE DEPARTMENT)**

7-1-2006 - 6-30-2009

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RESOLUTION NO. 06 - 161

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MASON CITY, IOWA, AND TEAMSTERS LOCAL UNION NO. 238 (POLICE DEPARTMENT)

BE IT RESOLVED by the City Council of the City of Mason City, Iowa:

Section 1: That the following Agreement between the City of Mason City, Iowa, and Teamsters Local Union No. **238** (Police Department), should be and the same is hereby approved and adopted:

AGREEMENT

This Agreement made and entered into by and between the **CITY OF MASON CITY, IOWA**, hereinafter referred to as the "**EMPLOYER**," and **TEAMSTERS LOCAL UNION NO. 238, MASON CITY, IOWA**, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "**UNION**."

ARTICLE 1: DEFINITIONS

- 1.01 - The Employer agrees to recognize, and does hereby recognize, the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the Employer as herein defined.
- 1.02 - The term "employee" as used in this Agreement shall include all of the employees of the Employer in the Department located at Mason City, Iowa, as defined and as amended by the Public Employee Relations Board certification on file in this matter.
- 1.03 - The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby unless it be through duly authorized representatives of the Union.
- 1.04 - The Employer agrees that it will not sponsor or promote financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.
- 1.05 - The Union agrees that the Employer reserves the right to make decisions concerning all matters not addressed by this agreement. Such decisions shall include, but not be limited to: efficient management of the Police Department; determination of the services to be rendered; size of the workforce; hiring, assignment, and layoff of employees; direction of the workforce, assignment of work and determination of the number of employees assigned to operations; establishment of work schedules; modification of department rules and regulations; approval of courses and educational programs; transfer and promotion of employees; evaluation of employees for promotion or assignment.

1.06 - The term "part-time employee" as used in this Agreement shall include all employees working less than forty (40) hours per week. The benefits provided under the terms of this Agreement shall not apply to part-time employees unless specifically stated otherwise.

1.07 - The term "days" refers to calendar days unless otherwise specified.

ARTICLE 2: TRIAL PERIOD

2.01 - Employees in Division No. 3 -- Police shall have a probationary period as determined by the applicable Civil Service Law in effect during the term of this Agreement.

2.02 - Employees in Divisions 1 **and** 2 shall have the probationary periods as hereinafter set out during which period they may be discharged without further recourse; provided, however, the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After successful completion of their probationary period the employees shall be placed on a regular seniority list.

(a) Divisions No. 1 and 2 -- sixty (60) days.

2.03 - Part-time employees shall be probationary employees during the entire period of part-time employment and upon becoming a full-time employee will not be required to go through their applicable probationary period, providing they have worked a minimum of eighty-seven (87) working days. Seniority date will be when they become full-time employees. This does not apply to employees of Division 3 covered by the Civil Service Law.

ARTICLE 3: CHECK-OFF

3.01 - The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws required written authorization by the employee, the same is to be furnished in the form required. The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues, or initiation fees from the wages of any employee in the bargaining unit as provided by this section.

ARTICLE 4: STEWARDS

4.01 - The Employer recognizes the right of the Union to designate one (1) job steward for each shift to handle such Union business as may from time to time be delegated to them by the Union. The Union shall notify the Employer in writing of the name of each steward.

4.02 - Job stewards have no authority except as authorized by official action of the Union. The Employer recognizes this limitation upon the authority of job stewards. The Employer, in so recognizing such limitation, shall have the authority to render proper discipline, including discharge without recourse, to such job steward, or stewards, in the event the job steward, or stewards, have taken action in violation of this Agreement.

ARTICLE 5: TIME OFF FOR UNION ACTIVITIES

5.01 - The Employer agrees to grant the necessary and reasonable time off, without discrimination nor loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there be no disruption of the Employer's operation due to lack of available employees.

ARTICLE 6: LEAVE OF ABSENCE

6.01 - Any employee desiring a leave of absence from his/her employment shall secure written permission from the Employer, copy of same furnished the Union, prior to starting leave of absence. The maximum leave of absence shall be for thirty (30) days and may be extended for a like period with the consent of the Employer and the Union. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. No leave of absence shall be granted to an employee for the purpose of trying out a job with another Employer.

ARTICLE 7: DEPARTMENT SENIORITY

Division No. 1:	Utility Division
Division No. 2:	Parking Enforcement Division
Division No. 3:	Police Division
Division No. 5:	Detail Leadership Division

ARTICLE 8: SAFETY EQUIPMENT AND JOB

8.01 - All equipment required by either state, city or federal laws shall be furnished and maintained by the Employer.

8.02 - All cars used as squad cars shall be equipped with a shotgun located in the front seat or in a standing up, locking device.

8.03 - Two of the vehicles used as squad cars on regular patrol will be equipped with Plexiglas cages, if available, or wire mesh, if Plexiglas is not available. Other patrol vehicles may be so equipped as decided by the Chief of Police or his/her designee.

8.04 - All officers **may** receive forty (40) rounds of ammunition each month. The (10) rounds are to be used to site in and thirty (30) rounds are to be used at target practice to qualify. Any police officer may take another police officer with him/her to qualify when their commanding officer says it is okay to use the range. If the police officer fails to qualify, then he/she has to practice and qualify on his/her own time.

ARTICLE 9: DISCHARGE OR SUSPENSION

- 9.01 - Any dispute over the terms of this Agreement, including but not limited to removal, demotion or suspension shall be processed exclusively under the grievance procedure set out in this Article.
- 9.02 - The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing and a copy of the same to the Union affected, except that no warning notice need be given to any employee before he/she is discharged **or suspended** if the cause of such discharge or **suspension** is dishonesty or drunkenness or recklessness resulting in a serious accident **or other serious offenses while on or off duty**. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice. Discharge **or suspension** must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an injustice has been done an employee, they shall be reinstated and compensated at their usual rate of pay while they have been out of work. Appeal from discharge or suspension must be taken within five (5) days by written notice and a decision reached within ten (10) days from the date of discharge or suspension.
- 9.03 - Any employee believing that he/she has a grievance shall first discuss the alleged grievance with his/her immediate supervisor within ten (10) calendar days of the alleged grievance or within ten (10) days of the employee's knowledge of the alleged grievance. This step may be with or without the benefit of the steward at the option of the employee. The immediate supervisor shall advise the employee of his/her decision regarding the alleged grievance within three (3) working days of being informed of the alleged grievance.

Step 1: If the grievance is not resolved by the answer of the immediate supervisor, the employee shall within five (5) working days file a written grievance with the Chief of Police or his/her designee.

The Chief of Police or his/her designee shall meet with the grievant and the steward and/or the Union Business Agent within five (5) working days of the receipt of the written grievance.

The Chief of Police or his/her designee shall, within five (5) workdays of the above meeting issue a written answer to grievance with copies going to the grievant and to the Union.

Step 2: If the answer of the Chief of Police or his/her designee is not acceptable to the grievant and the Union, the Union shall within ten (10) working days of the answer, file a request for arbitration with the Public Employment Relations Board (PERB).

Step 3: A list of five (5) arbitrators shall be submitted to the parties who will alternately strike names on the list until only one (1) remains. That remaining name shall be submitted to the Public Employment Relations Board as the mutually selected arbitrator and shall hear the case within thirty (30) days of notification by PERB.

The arbitrator shall render his/her decision within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be binding on the grievant, the Union, and the Employer. Cost of the arbitrator shall be shared equally by the parties.

The grievant and the steward shall be released from duty without loss of pay or benefits to participate in meetings with management and/or hearings which are the result of the grievance.

ARTICLE 10: PAID FOR TIME

- 10.01 - Time shall be computed from the time the employee is ordered to report for work, and checks in, until they are released from duty. Split shifts shall not be normally used unless public safety necessitates.

ARTICLE 11: BULLETIN BOARD

- 11.01 - The Union shall have the right to have a bulletin board on the Employer's premises to post such notices as they deem necessary. Only the steward of the division affected shall have the authority to remove from the bulletin board such notices as the Union may post. The bulletin board shall be marked "Teamsters Union Local No. 238" and shall be located in the squad room.

ARTICLE 12: FUNERAL LEAVE

- 12.01 - In the event of a death in the family (father, mother, wife, husband, brother, sister, brother-in-law, sister-in-law, son or daughter, son-in-law, daughter-in-law, grandchildren, grandparents, stepparents, stepchildren, mother and father of spouse) a regular employee shall be entitled to a maximum of four (4) days off for immediate family members (parents, children, spouse, and siblings) and a maximum of three (3) days off to attend the funeral of other listed family members. Leave under this provision may be extended by the Employer **or Chief** based upon individual circumstances of each employee. The compensable day or days must fall within the employee's regularly scheduled workweek. The days must be consecutive from the next calendar day after the day of death and shall include days off, holidays and vacation.
- 12.02 - An employee may be granted one (1) day or two (2) half days per year to attend the funeral of a person not specifically listed in Article 12.01.

ARTICLE 13: SENIORITY

- 13.01 - Seniority rights for employees shall be divisional and shall prevail unless it is specifically noted otherwise in any article or section. Seniority shall be broken only by discharge, voluntary quit, or more than a one-year layoff. In the event of a layoff it shall be the responsibility of laid off employees to keep the Employer informed on any change of address and telephone number. In the event of any employee being recalled, notification by telephone, confirmed by certified letter to employee, with copy by regular mail to the Union, shall be given. Any employee shall lose his/her seniority rights if he/she does not re-

turn to work within five (5) calendar days after being called back. Any employee may request and receive five (5) additional working days to return provided the request is made before the end of the first five (5) working days. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. Longevity levels in the wage schedule will be calculated by the longevity accrued (full-time duty) from the most recent date of employment in that division with the exception of jobs in a promotional sequence (i.e. Police Officer and Sergeant) where longevity shall be cumulative.

- 13.02 – On the first day of this contract period, all employees who have worked a patrol shift continuously for a period 6 months or more shall be considered assigned “indefinitely” to that shift. Employees assigned indefinitely to a shift assignment will only change assignments if they successfully bid another vacant assignment or if they are placed into a temporary assignment as permitted by this agreement or a least senior employee on a shift is bumped due to an ending temporary assignment as described in 13.03.

A shift vacancy occurs any time an employee assigned indefinitely to a shift is terminated from employment, or an employee assigned indefinitely is awarded another bid assignment and has worked that assignment for at least 19 working days, or an employee assigned indefinitely is given a temporary assignment that is expected to last more than 6 months. When a shift vacancy occurs, management shall post the vacancy for bids within 30 days.

All shift vacancies are subject to seniority and shall be posted for bids. Posting shall be placed on the bulletin board a minimum of ninety-six (96) hours (Sundays and holidays included). The Union shall have a copy of all bids. The senior employee in the division who bids on such vacancy shall be granted the same.

- 13.03 - The Chief has the exclusive right to make temporary assignments. One of the factors to be considered by the Chief in making the temporary assignment is the seniority of the employees. When a temporary assignment is concluded, the employee shall return to the shift assignment that they were working at the time the temporary assignment began. If this causes excessive staffing on that shift, the least senior person on the shift may be re-assigned to an understaffed shift.

- 13.04 - Any employee bidding a shift vacancy shall have a trial period of eighteen (18) working days. If, during said period the employee wants to return to his/her former shift, he/she may do so. When an employee bids a different shift and returns to his/her former shift within the eighteen (18) working days, he/she may not thereafter bid to that shift for a period of ninety (90) days.

- 13.05 - Overtime shall be awarded on a seniority basis except in the following cases:

- (a) Employees held over.
- (b) Employees called in prior to their shift.
- (c) Emergencies.
- (d) Patrol overtime to be offered to all patrol officers before offering it to sergeants.
- (e) Letter of understanding on call-in and hold over overtime.

ARTICLE 14: REDUCTION OF WORKING FORCE

- 14.01 - Divisional seniority shall govern and when it becomes necessary to reduce the working force, the last employee hired in the division shall be laid off first and when the force is again increased, the employees are to be returned to working their division in reverse order in which they are laid off.

ARTICLE 15: MAINTENANCE OF STANDARDS

- 15.01 - The Employer and employees recognize certain informal working conditions have been enjoyed by all employees. Even though items of this nature have not been specifically negotiated, both parties agree in good faith to continue these conditions where not in conflict with other provisions of this Agreement. This Article shall only apply to mandatory subjects of bargaining under Section 7 of the Public Employment Relations Act.

ARTICLE 16: JURY PAY AND WITNESS PAY

- 16.01 - The Employer shall pay all regular employees serving on any jury the difference in regular wages between jury pay and his/her regular wages while in such service. If the employee is discharged from the jury before the workday ends, he/she must report immediately to the Employer for work. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. Any employee who works other than the first shift shall be excused from work with pay for serving on any jury. The employee shall give the jury pay to the City.
- 16.02 - Any employee required to appear at any court hearing including but not limited to District Court and Magistrate's Court, will be paid a minimum of two (2) hours' pay at time and one-half if the employee is on duty day and if not, a minimum of three (3) hours' pay at time and one-half or the time actually spent testifying, whichever is greater. The employee agrees to see that all witness fees are paid that the employee is entitled to and the employee agrees to turn these over to the City. Failure of the employee to apply for the witness fee available shall result in the amount of the witness fee that would have been received being deducted from the applicable pay under the provisions of this section.

ARTICLE 17: CALL TIME

- 17.01 - Any employee called to work other than their regular shift shall be guaranteed three (3) hours work or three (3) hours pay at time and one-half in lieu thereof, except that employee called to start shift early shall be paid at the applicable rate for the time actually worked prior to the shift, then shall work their regular shift.

ARTICLE 18: EQUIPMENT

- 18.01 - Employees shall not be required to operate any vehicle that does not comply with applicable federal or state law.

ARTICLE 19: BONDS

19.01 - Should the Employer require any employee to give a bond, the premium shall be paid by the Employer. If the employee is found not to be bondable by the bonding company, he/she shall be released from employment immediately. This action by the Employer shall not be subject to the grievance procedure.

ARTICLE 20: HOLIDAYS

20.01 - All employees shall receive their regular rate of pay (regular rate of pay is hereby defined as eight (8) hours times applicable hourly rate as shown on Schedule "A" of the following holidays:

	<u>7-1-06 – 6-30-07</u>	<u>7-1-07 – 6-30-08</u>
Independence Day	July 4, 2006	July 4, 2007
Labor Day	September 4, 2006	September 3, 2007
Veteran's Day	November 11, 2006	November 11, 2007
Thanksgiving Day	November 23, 2006	November 22, 2007
Christmas Day	December 25, 2006	December 25, 2007
New Year's Day	January 1, 2007	January 1, 2008
President's Day	February 19, 2007	February 18, 2008
Good Friday	April 6, 2007	March 21, 2008
Memorial Day	May 28, 2007	May 26, 2008
Two mutually agreed upon floating holidays		

	<u>7-1-08 – 6-30-09</u>
Independence Day	July 4, 2008
Labor Day	September 1, 2008
Veteran's Day	November 11, 2008
Thanksgiving Day	November 27, 2008
Christmas Day	December 25, 2008
New Year's Day	January 1, 2009
President's Day	February 16, 2009
Good Friday	April 10, 2009
Memorial Day	May 25, 2009
Two mutually agreed upon floating holidays	

20.02 - In all divisions if any of the holidays, except the business holiday, falls on the employee's day off or during the employee's vacation, the employee will receive additional pay computed as eight (8) hours times their regular hourly rate of pay.

20.03 - Employees in all divisions who work on a holiday will be paid eight (8) hours at one and one-half (1½) times their regular rate of pay unless duty is extended beyond eight and one-fourth (8.25) hours and in addition will receive holiday pay computed as eight (8) hours times their regular hourly rate.

20.04 - Holiday pay will be paid to all employees scheduled off but called into work, and they will receive no reduction in pay, one and one-half (1½) times their regular rate for all hours worked plus holiday pay as stated in 20.02.

ARTICLE 21: SICK LEAVE

- 21.01 - Each member of the bargaining unit, except those hired after July 1, 1991, shall be allocated a total of one hundred twenty (120) working days of sick leave. Sick leave shall be used only in the event of the employee's own illness or injury. Those employees hired on or after July 1, 1991, shall accumulate sick leave at the rate of one and one half (1½) days per month to a total of one hundred twenty (120). In the event of an unusually severe illness or injury which causes an extended period of disability, the Chief of Police shall have the discretion to extend total sick leave to one hundred eighty (180) working days. Sick leave shall be payable from the first day missed on account of illness or injury. Furthermore, in the event **family illness**, hospitalization or hospital emergency room treatment of a member of the household (immediate family/12.01) an employee may use up to 24.75 hours of sick leave/pay for time required as a care giver per occurrence. Additional circumstances and/or time may be allowed at the discretion of the Chief of Police. The Family Leave Act will provide additional time off, if requested and qualified according to policy. Employees injured in the line of duty requiring time off will be governed by applicable state law.
- 21.02 - In the event of suspected abuse, the Employer may require the employee to furnish a doctor's certificate verifying the illness claimed. This doctor's certificate shall be furnished at the expense of the employee.

ARTICLE 22: WORKWEEK

- 22.01 - Division 1 (Utility Division) shall have a regular work schedule of six (6) working days and three (3) days off. Eight and one-fourth (8.25) hours constitutes one (1) working day. Employees in Division 1 will be paid for hours scheduled in each pay period. Overtime will be paid at the rate of time and one-half for all hours worked beyond the regularly scheduled shift to which he or she is assigned in a given pay period. A pay period shall be fourteen (14) calendar days duration and shall be from Monday through the second Sunday in the period. A week shall be seven (7) calendar days duration and shall be from Monday through the following Sunday. Each employee in Division 1 shall be required to work a total of two (2) additional partial days each year for a total of thirteen (13) hours during the year to be scheduled during any two (2) separate weeks when the employee is scheduled to work less than forty (40) hours. During the life of this contract, each pay period each employee shall receive eighty (80) hours straight time pay, plus any non-scheduled related overtime and shift differential, if applicable. Upon termination the final pay shall be adjusted to reflect pay for actual hours scheduled for each pay period.
- 22.02 - Division 2 (Parking Enforcement Division) shall have a workweek of Monday through **Friday**. Time and a half shall be paid to all personnel in these divisions for hours in excess of eight (8) hours per day or forty (40) hours per week. The Employer may schedule an employee to regularly work Tuesday through Saturday and if this employee is off and another employee must fill in, the employee filling in will be paid overtime pay for all work performed on Saturday.
- 22.03 – **See Letter of Understanding:** Divisions 3 and 5 will be required to attend forty-one and one-fourth (41.25) hours of training each year. The training will be scheduled by management in segments of eight and one-fourth (8.25) hours during the year. Divisions

3 and 5 may take a vacation day on a training day provided a minimum of three (3) vacation days are taken consecutively. Divisions 3 and 5 will be required to make up any training days missed.

ARTICLE 23: SHIFT DIFFERENTIAL

- 23.01 - All employees who work between 1500 hours and 2300 hours shall receive two dollars (\$2.00) per shift extra as shift differential.
- 23.02 - All employees who work between 2300 and 0700 hours shall receive two dollars and eighty cents (\$2.80) per shift extra as shift differential.

ARTICLE 24: VACATIONS/COMPENSATORY TIME

- 24.01 - All employees shall receive vacation with pay on the following basis:

After one (1) year of service ----- one (1) week*

After two (2) years of service ----- two (2) weeks

After six (6) years of service ----- three (3) weeks

After fourteen (14) years of service - four (4) weeks

After twenty (20) years of service --- five (5) weeks

* One half of the first year's vacation may be taken after the employee's first 6 months of employment with the Police Department.

- 24.02 - Employees in Division 3 may accumulate a maximum of 16.5 hours of compensatory time in lieu of overtime pay for time worked that would normally be paid overtime under this labor agreement. Accumulated overtime is not considered used until the compensatory time is actually taken off. Merely scheduling the comp time does not reduce the current balance. Any compensatory time requested prior to April 2 will be canceled if it is scheduled on the same date as vacation awarded under the divisional seniority provisions of section 24.02, and would result in exceeding the limit of 1 person off on vacation or compensatory per shift as noted in section 24.03.
- 24.03 - Vacation shall be awarded on the basis of the employee's seniority in his or her division. A list shall be posted and vacation shall be selected in a minimum of six (6) days at a time until all employees have had an opportunity to select their vacation dates. This first choice shall be completed by all employees by February 15. After all employees have selected, then any vacation days not taken shall be awarded on the basis of divisional seniority and may be selected one (1) day at a time until April 1. After April 1 the employee signing up first shall be given the time off without regard to seniority. The number of employees off on vacation or compensatory time at any one time in Division 3 shall be limited to one employee per shift unless prior approval of the Chief of Police has been obtained. In Divisions 1 **and** 2 no more than one employee may be off at one time. Vacations or compensatory time may be taken anytime during the year. Vacations or compensatory time as scheduled will not be changed unless the employee gives five days notice for a vacation or compensatory time cancellation or change except in case of emergency, except that compensatory time off requests of less than 4 hours may be canceled if

a full vacation day or compensatory time off of 8.25 hours is requested at least 24 hours in advance for that same shift. Requests for vacations or compensatory time shall be given at least twenty-four hours in advance except in cases of emergency. As an option, employees can convert three (3) full vacation days to six (6) one-half (½) day increments to be used as vacation days. If an employee anticipates that he or she is unable to schedule all vacation by the end of the year, a request may be made by written memo to the chief of police to carry over unused vacation. Such request must be submitted no later than December 1 of the year the vacation was to be taken. Such request will be granted if the inability to schedule vacation before the end of the year was beyond the control of the employee making the request. Any vacation carried over shall be used by March 1 of the following year, unless an extension is requested and approved by the chief of police.

24.04 - Employees whose regular workweek consists of six (6) working days shall be granted six (6) working days off for each week of vacation. Employees whose regular workweek consists of five (5) working days shall be granted five (5) working days off for each week of vacation provided, however, all employees in Divisions 1 and 2 hired prior to January 1, 1976, are allowed six (6) working days for each week of vacation.

ARTICLE 25: SEPARABILITY AND SAVINGS CLAUSE

25.01 - If any article or section of this contract or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

25.02 - In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demand notwithstanding any provision in this contract to the contrary.

ARTICLE 26: HEALTH AND WELFARE

26.01 - The Employer will furnish Blue Cross-Blue Shield Protector 100 with the Alliance Select Option. The premium will be allocated as follows:

26.02 - For those employees electing the Protector 100 with Alliance/Select option, two hundred **seventy-four dollars and ninety-seven cents (\$274.97)** will be paid by the Employer toward single coverage and **six hundred and twenty-two dollars and ninety-three cents (\$622.93)** per month toward family coverage. The employee will pay twenty-five dollars (\$25.00) per month toward **single or** family premium from **7/1/06 – 6/30/07**. **Effective July 1, 2007, the insurance plan will change to a \$250 deductible for single and \$500 deductible for family coverage and out of pocket maximum will change to**

\$1,000.00 for single and \$2,000.00 for family coverage. The employee will pay twenty-five dollars (\$25.00) per month toward single premium and thirty dollars (\$30.00) towards family from 7/1/07 – 6/30/08. The employee will pay thirty dollars (\$30.00) per month toward single premium and forty dollars (\$40.00) towards family from 7/1/08 – 6/30/09.

26.03 - The Employer shall continue in effect the Sun Life of Canada Insurance coverage of ten thousand dollars (\$10,000.00) on the employee and two thousand dollars (\$2,000.00) on the employee's dependent(s) and pay the monthly premium of four dollars and seventy-three cents (\$4.73) (family) or three dollars and ninety cents (\$3.90) (single), whichever is applicable. Employees may elect, at the employee's expense, to purchase an additional **one hundred** thousand dollars (\$100,000.00) of life insurance.

ARTICLE 27: CLOTHING AND CLEANING ALLOWANCE

27.01 - The employees in the following divisions will receive the clothing and cleaning allowance as hereinafter set out.

(a) All divisions except Divisions 3, 5, and Investigators shall receive two hundred dollars (\$200.00) for clothing allowance.

(b) Divisions 3 and 5 except for Investigators - four hundred twenty five dollars (\$425.00) for clothing allowance. Investigators shall receive five hundred dollars (\$500.00) clothing allowance.

(c) Divisions 3 and 5 shall receive Level II vests not to exceed \$400.00 every 5 years at the expense of the employer. If the officer desires a higher-level vest approved by the Police Chief and the cost of the vest exceeds \$400.00, the officer will reimburse the City for the difference. If, in the event, the officer leaves the Mason City Police Department within two years, the officer will be reimbursed the amount in excess of \$400.00 and the vest will remain the property of the City.

(d) All divisions shall receive twenty dollars (\$20.00) per month cleaning allowance to be paid at the same time as the clothing allowance.

(e) The clothing and cleaning allowance shall be paid twice each year on March 15 and September 15 and shall be for the next six (6) months. New hires shall be paid on a pro rata basis to the closest month.

(f) The City will provide uniforms to new officers. Items to be provided will be mutually agreed upon between the Union and the City. New officers will not receive a clothing allowance for two years and during that time, the items will remain the property of the City.

ARTICLE 28: CIVIL SERVICE

28.01 - Employees and employment covered by any collective bargaining agreement approved by the City of Mason City are subject to and governed by the policies and procedures of the Civil Service Commission as established pursuant to Chapter 400, Code of Iowa, and reference should be made as necessary, provided, however, removal, demotion or suspension of any employee covered by this Agreement shall be handled exclusively

by Article 9, Discharge or Suspension.

ARTICLE 29: WAGES AND COLLEGE CREDITS

29.01 - All employees shall be paid wages according to Schedule "A" attached hereto and by this reference made a part hereof. College credits will be paid to those eligible employees in Division 3 only and as set out in Schedule "A."

29.02 - Investigators on call for seven (7) day calendar week will receive ninety dollars (\$90.00) in addition to regular pay.

Investigators may not trade their on-call hours during their on call assigned week, unless the change is approved by the investigator's supervisor, and unless a change is made to the on-call calendar located in the dispatch center. If the replacement investigator fails to respond to a call out, the replacement officer may be subject to disciplinary action.

29.03 - Field Training Officer will receive one (1) hour of additional straight time pay per day while performing training functions.

ARTICLE 30: DRUG/ALCOHOL TESTING

30.01 - In the event of suspected abuse of alcohol or drugs, the Employer may require the employee to submit to a blood and/or urine test. A certified independent laboratory will conduct the analysis. Testing will be conducted during the employee's regularly assigned shift including overtime.


30.02 - Any employee that is called back to work on other than his or her regularly assigned shift who discloses to his/her supervisor that he/she has been drinking and who is nevertheless called in shall not be subject to any alcohol/drug abuse testing program nor to any disciplinary action for this reason.

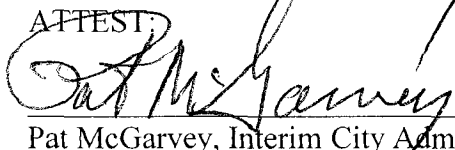
THIS AGREEMENT shall be effective from the 1st day of July, 2006, and shall remain in full force and effect until June 30, 2009, shall continue in full force and effect from year to year thereafter unless written notice of desire to change is served by either party upon the other sixty (60) days prior to the annual date of expiration.

**CITY OF MASON CITY, IOWA
(POLICE DEPARTMENT)**

TEAMSTERS LOCAL UNION NO. 238

By: 
Roger Bang, Mayor

By: 

ATTEST:

Pat McGarvey, Interim City Administrator

"EMPLOYER"

"UNION"

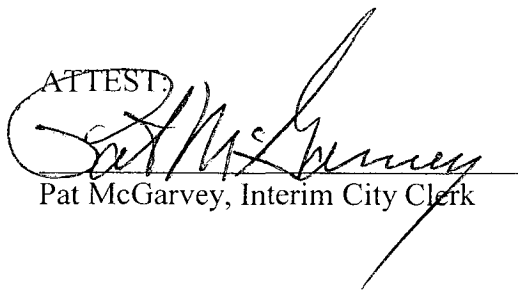
Section 2: That the City Clerk shall make all corrections and additions to this Agreement within ten (10) days of Council approval of said changes, and shall furnish five (5) copies to the Secretary-Treasurer of Local No. 238.

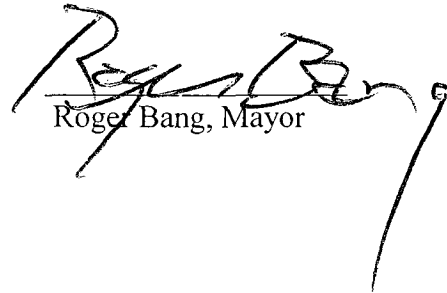
Section 3: That all agreements in conflict with the provisions of this Resolution should be and the same are hereby repealed.

Section 4: That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement for and on behalf of the City of Mason City, Iowa.

Section 5: That this Resolution shall be in full force and effect upon adoption by the City Council of the City of Mason City, Iowa, and until otherwise amended by action of said City Council, with consent of both the City and the Union.

PROPOSED AND ADOPTED this 6th day of June, 2006.

ATTEST:

Pat McGarvey, Interim City Clerk


Roger Bang, Mayor

SCHEDULE "A"

I.	WAGES:	Effective:	<u>7-1-06</u>	<u>7-1-07</u>	<u>7-1-08</u>	<u>1-1-09</u>
A.	<u>DIVISION #1 - Utility Officers</u>					
	<u>Utility Persons</u>					
	Starting		\$15.53	\$16.07	\$16.39	\$16.72
	1 year		\$16.06	\$16.62	\$16.95	\$17.29
	2 years		\$16.56	\$17.14	\$17.48	\$17.83
	3 years		\$16.96	\$17.55	\$17.90	\$18.26
	4 years		\$17.28	\$17.88	\$18.24	\$18.60
B.	<u>DIVISION #2 - Parking Enforcement</u>					
	Starting		\$12.10	\$12.52	\$12.77	\$13.03
	1 year		\$12.52	\$12.96	\$13.22	\$13.48
	2 years		\$12.91	\$13.36	\$13.63	\$13.90
	3 years		\$13.23	\$13.69	\$13.96	\$14.24
	4 years		\$13.51	\$13.98	\$14.26	\$14.55
	10 years		\$13.86	\$14.35	\$14.64	\$14.93
	15 years		\$14.31	\$14.81	\$15.11	\$15.41
	20 years		\$15.18	\$15.71	\$16.02	\$16.34
C.	<u>DIVISION #3 - Police Officers</u>					
	Starting		\$17.76	\$18.38	\$18.75	\$19.13
	1 year		\$18.37	\$19.01	\$19.39	\$19.78
	2 years		\$18.91	\$19.57	\$19.96	\$20.36
	3 years		\$19.41	\$20.09	\$20.49	\$20.90
	4 years		\$19.79	\$20.48	\$20.89	\$21.31
	5 years		\$20.09	\$20.79	\$21.21	\$21.63
	6 years		\$20.29	\$21.00	\$21.42	\$21.85
	7 years		\$20.48	\$21.20	\$21.62	\$22.05
	8 years		\$20.69	\$21.41	\$21.84	\$22.28
	9 years		\$20.90	\$21.63	\$22.06	\$22.50
	10 years		\$21.09	\$21.83	\$22.27	\$22.72
	12 years		\$21.32	\$22.07	\$22.51	\$22.96
	14 years		\$21.53	\$22.28	\$22.73	\$23.18
	16 years		\$21.75	\$22.51	\$22.96	\$23.42
	18 years		\$21.96	\$22.73	\$23.18	\$23.64
	20 years		\$22.60	\$23.39	\$23.86	\$24.34

	<u>7-1-06</u>	<u>7-1-07</u>	<u>7-1-08</u>	<u>1-1-09</u>
E. <u>DIVISION #5 - Sergeants</u>				
Starting	n/a			
1 year	n/a			
2 years	n/a			
3 years	\$22.16	\$22.94	\$23.40	\$23.87
4 years	\$22.58	\$23.37	\$23.84	\$24.32
5 years	\$22.91	\$23.71	\$24.18	\$24.66
6 years	\$23.13	\$23.94	\$24.42	\$24.91
7 years	\$23.37	\$24.19	\$24.67	\$25.16
8 years	\$23.59	\$24.42	\$24.91	\$25.41
9 years	\$23.82	\$24.65	\$25.14	\$25.64
10 years	\$24.05	\$24.89	\$25.39	\$25.90
12 years	\$24.29	\$25.14	\$25.64	\$26.15
14 years	\$24.53	\$25.39	\$25.90	\$26.42
16 years	\$24.77	\$25.64	\$26.15	\$26.67
18 years	\$25.02	\$25.90	\$26.42	\$26.95
20 years	\$25.75	\$26.65	\$27.18	\$27.72

II. **COLLEGE CREDITS:**

A. College Credits - Divisions 3 and 5. Employees in Divisions 3 and 5 who earn a college credit toward a degree in Police Science will be paid eighty-five cents (\$0.85) per semester credit hour per month with a maximum of fifty-one dollars (\$51.00) per month.

B. College Credits - Divisions 1 **and** 2. Employees in all divisions except Division 3 are eligible to earn a college credit of eighty-five cents (\$0.85) per semester credit hour per month with a maximum of fifty-one dollars (\$51.00) per month. College courses that qualify must be job related and must have prior approval of the Chief or his designee. Credit will be given for college courses previously taken that are approved by the Chief, but the payment will only be fifty percent (50%) or 42.5 cents per semester hour credit hours.

III. **REGULAR RATE OF PAY** for the purpose of this Agreement for employees in Divisions 1 **and** 2 shall mean wages as specified in this Schedule "A." Regular rate of pay for employees in Department 3 and 5 in addition to wages specified in Schedule "A" shall also include college credits in the amounts and where applicable.